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committed independently by one of their number in the course of the execution of the common design, but not in furtherance thereof. *Powers v. Commonwealth*, 110 Ky. 386, 61 S. W. 735, 53 L. R. A. 245. And it would seem that this is the case even though the purpose of the conspiracy be to commit a crime made a felony by statute. See *Powers v. Commonwealth*, *supra*. Nor is each of several conspirators liable for a homicide committed by one of them, when pursued, where each is making an individual attempt to escape. See *Rex v. White*, Russ. & R. C. C. 99.

**BANKRUPTCY—LIFE INSURANCE—REDEMPTION OF POLICY.**—The plaintiff and other creditors filed an involuntary petition in bankruptcy against B., and later B. died. Subsequently B.'s estate was adjudicated bankrupt, and a trustee was appointed. The plaintiff promptly made proof of his claim against the estate, and it was allowed. The bankruptcy court, upon the application of the plaintiff, ordered that his claim be expunged from the list of claims, and this was done accordingly. Still later a dividend was declared and paid, in which dividend the plaintiff did not participate. At the time of his death, B. owned two life insurance policies, the proceeds of which, less their cash surrender value, which had been paid to the trustee, were paid to the defendant, the executrix of the estate. No order for the discharge of the bankrupt was applied for or granted. The plaintiff brought an action to subject the proceeds of the policies to the payment of his debt, claiming that § 70a (5) of the Bankruptcy Act conferred this right. *Held*, the plaintiff may recover. *Andrews v. Nix*, 246 U. S. 273. See NORES, p. 43.

**CHATTEL MORTGAGES—TITLE—LIEN—INCREASE OF DOMESTIC ANIMALS.**—A. executed a mortgage to B. on certain domestic animals to secure a debt, but no provision was made to cover any increase. Prior to foreclosure there was an increase in the flock, and B. levied on it. Subsequently, the claimant, with knowledge of the levy, purchased the offspring. B. then instituted an action to foreclose the mortgage. *Held*, the mortgage did not cover the increase, and the claimant is entitled thereto. *Dixon v. Pierce* (Ga.), 95 S. E. 995.

For purposes of clearness we may divide the cases on this subject into two classes: (1) those adopting the common-law view; and (2) those governed by certain statutes in the so-called Code States, or the Code State view.

According to the common-law doctrine, the mortgagor transfers legal title to the mortgagee and retains only an equity of redemption in the chattel. *Cahoon v. Miers*, 67 Md. 573, 11 Atl. 278. Applying the rule, *partus sequitur ventrem* ("the brood belongs to the owner of the dam"), the mortgagee thereby becomes owner of the increase. *Hughes v. Graves*, 1 Litt. (Ky.) 317; *Dinton v. Kimball*, 114 Me. 270, 95 Atl. 1038. And as between mortgagor and mortgagee this title in the increase, having once vested, does not divest upon the expiration of the period of suitable nurture, but continues until the debt is paid or the mortgage foreclosed. As such nurture does not create the lien, its termination cannot take it away as against the mortgagor. *Funk v. Paul*,